IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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In re application of: Attili et al

JAN 2 7 2006

Appl. No.: 09/824,844

Art Unit: 2153

Filed: April 2, 2001

Examiner: Strange, Aaron N

For: Tra

Tracing Layer2 Route in Networks Based on Broadcast Medium

Atty. Docket: CSCO-007/3484

Declaration Under 37 CFR 1.131

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

- I, Narendra R. Thappeta, declare as follows:
- 1. I am the attorney of record in the above-identified patent application and also prepared and filed the subject patent application.
- 2. Prior to January 1 2001, I had an office only at 39899 Balentine Drive, #119, Newark, California 94560 and I was also a resident of California. I was married with two daughters, 8 years old and 2 years old respectively.
- 3. In the first week of January 2001, I entered into an agreement to lease a property at the address 9/D, 1ST Floor, 80 Feet Road, 8TH Block, Koramangala, Bangalore, India 560 095, to be used for my office, as evidenced by page 1 point of Exhibit F, attached hereto. This was part of my plan to relocate both my office and family to Bangalore, India.
- 4. The lease of said property commenced on February 1 2001 as evidenced by page 2 point 2 of the attached exhibit. I started operating my business from said property on February 1 2001.

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Appl. No.: 09/824,844 Dated: January 27, 2006 Declaration under 37 CFR § 1.131

- 5. Between February 1 2001 (the date of commencement of the lease) and March 15 2001, I had several overheads associated with the startup and setup of my business, as well as planning the relocation of my family. The overheads included aspects such as overseeing purchase of various equipment, hiring/training of administration staff, setting up new processes in view of the new office, orientation to the new location, researching suitable school for my elder daughter, etc.
- 6. In addition, my records indicate that I had at least four cases which I had accepted ahead of the instant application for preparation and filing, and those cases were also being worked on between February 1 2001 and March 15 2001.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

January 27, 2006 (Date)

Narendra R. Thappeta
Attorney for Applicants
Registration Number: 41,416

Novem Frappets

IORs.



Application Serial No.: 09/824,844
Exhibit F
Redacted

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AGREEMENT OF RENT

This agreement of rent is made this 15th day of January 2001, between Sn. C. Jayarami Reddy S/o Late. Chikkapapiah residing at No. 6 (9/D), Opposite Koramangala Police Station, 8th Block, Koramangala, Bangalore - 560 095 hereinafter called the "LAND LORD" which expression shall, wherever the context so required, means and includes his heirs, legal representatives, executors, attorney and assigns, as well as one part and Shri Naren Thappeta S/o Sri. T. Chandrasekhar Reddy, residing 160, 6th Cross, 7th Main, Jayanagar, It Block, Bangalore, 560 011 hereinafter called the TENANT which expression shall, wherever the context requires, means and includes his heirs, legal representatives, executors as well as of the other parts.

Whereas the above said Lordlord Shri Jayarami Reddy is the sole and absolute owner of the property bearing No. 6, (9/D), opposite Koramangala Police Station, 8th Block, Koramangala, Bangalore - 560 095.

Whereas the Tenant Shri Naran Thappeta has approached the Landlord for taking the First Floor portion of the said property on rent for the purpose of using the same for his own office accommodation.

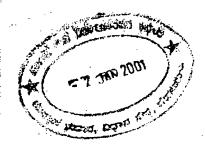
Whereas, the Lardlord has agreed to let out the said that First Floor portion to the tenant for the said purpose on the terms and conditions mutually agreed to between the parties.

Whereas, the parties hereto have thought it fit and convenient to reduce in writing the terms and conditions of tenancy.

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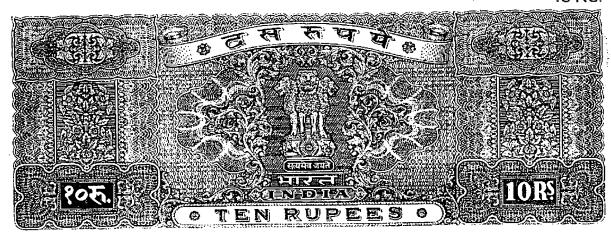
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Now therefore, this Agreement of Rent Witnesseth as follows:-

- That the Landlord shall let out and the Tenant shall take on rent the First Floor portion of the property bearing No. 6 (9/D), 1st Cross, 8th Block, 80 feet road, Opposite Koramangala Police Station, Koramangala, Bangalore - 560 095 morefully described in the schedule hereto, on a monthly rent of Rs. 15,000 + 3,000 towards amenities (Rupees Eighteen Thousand Only):
- 2. The Tenancy commerce from the first day of February 2001 and the Tenancy month is
- 3. The Tenant has paid to the landlord a sum of Rs. 1,80;000/- (Rupees One Lakh Eighty Thousand Offly) as Security Deposit on the execution of this Agreement, the receipt of which the landford hereby acknowledges on the mutual agreement that the said amount is refundable to the tenant at the time of the tenant vacating and handing over the vacant possession of the schedule premises to the landlord and the said sum is neither adjustable toward rent nor carry any interest, when the second control of the second s 4.
- The tenant shall pay cent regularly on or before 10th of each calender month.
- That the tenancy is for Eleven (11) months to begin with. However, the tenancy may be renewed by mutual consent and in case the tenancy is renewed, the rent is subject to increase by 10% at the end of every two years commencing from 1-2-2001: 6
- The tenant shall use the premises for his own office purpose only. The tenant shall not sub-let or under-let the schedule premises or any part thereof. 7.
- The Tenant shall keep the premises neat and clean and maintain the same in a
- The Tenant shall not have any objection whatsoever for landlord to lease out the other portion of the said property as to deal with it in any manner the landlord decides. The landlord is at liberty to put up any further construction in the said property.

IORs.



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The tenant shall not take-up any construction, modification, rectification, addition or any such change in the said property.

SCHEDULE

The first floor premises bearing property No. 6 (9/D), 1 Cross, 8th Block, 80 feet road, opposite, Koramangala Police Station, Koramangala, Bangalore - 560 095, consisting of a hall, six partioned rooms, two toilets, staircase, and passage.

It is agreed mutually that either of the party will give three months notice to the other part for termination on this Agreement before its expiry.

In Witness whereof the parties hereto have put their respective signatures to this agreement of rent on this day, month and the year as mentioned above.

WITNESSES :-

1) R. Chandras Bring no sal K CHANDKASE KHARKEDDY 160 6 a cross, see Ancies Tought refer to IT mit Be ender

RAJU. NARAYAHA REDDY

H 378. KOTI REDDY STREET
CUIDARAH PIN. 516001

Leide hours good (Jayarami Reddy) Landlord/Lessor.

(Naren Theppeta) Tenant/Lessee.